

**COURT OF APPEALS
DECISION
DATED AND FILED**

March 18, 2014

Diane M. Fremgen
Clerk of Court of Appeals

NOTICE

This opinion is subject to further editing. If published, the official version will appear in the bound volume of the Official Reports.

A party may file with the Supreme Court a petition to review an adverse decision by the Court of Appeals. See WIS. STAT. § 808.10 and RULE 809.62.

Appeal No. 2013AP79

Cir. Ct. No. 2011CV305

STATE OF WISCONSIN

**IN COURT OF APPEALS
DISTRICT III**

TRAVIS DICKS,

PLAINTIFF-APPELLANT,

STATE OF WISCONSIN DEPARTMENT OF HEALTH SERVICES,

INVOLUNTARY-PLAINTIFF,

v.

**GREAT WEST CASUALTY COMPANY, CARMELO TEPOLE CUAQUETZALE
AND OWNER-OPERATOR SERVICE, INC.,**

DEFENDANTS,

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY,

DEFENDANT-RESPONDENT.

APPEAL from a judgment of the circuit court for Trempealeau County: JOHN A. DAMON, Judge. *Reversed and cause remanded for further proceedings.*

Before Hoover, P.J., Mangerson and Stark, JJ.

¶1 PER CURIAM. Travis Dicks appeals a summary judgment in favor of State Farm Mutual Insurance Company. The circuit court held that State Farm’s “drive-other-car” exclusion precluded stacking of uninsured motorist coverages for this accident. We conclude this case is controlled by our supreme court’s recent decision in *Belding v. Demoulin*, 2014 WI 8, ___ Wis. 2d ____, ___ N.W.2d ____. Accordingly, we reverse and remand for further proceedings.

¶2 On January 16, 2010, Dicks was injured in an accident with an uninsured motorist. Dicks was operating a semi-tractor he owned at the time of the accident and insured through a policy written by Great West Casualty Company, containing UM coverage with limits of \$100,000/\$300,000.

¶3 Additionally, Dicks owned two other motor vehicles insured under separate policies written by State Farm. Those policies contained identical language and provided UM coverage of \$100,000/\$300,000. State Farm denied Dicks’ claim pursuant to an exclusion within the policies that denied coverage for a loss involving a motor vehicle owned by the insured but covered under another policy.

¶4 Dicks commenced an action against State Farm seeking to recover UM benefits under the State Farm policies. State Farm moved for summary judgment, arguing its “drive-other-car” exclusion prohibited Dicks’ claims because the vehicles listed on its policies were not involved in the accident. The

circuit court granted summary judgment dismissing all claims on the merits and with prejudice. Dicks appeals.

¶5 We conclude *Belding* controls this case. The accident in the present case arose during the two-year effective period for WIS. STAT. § 632.32(6)(d),¹ which allowed the stacking of coverage limits for up to three vehicles owned by the insured. See *Belding*, 2014 WI 8, ¶23. In *Belding*, our supreme court held that § 632.32(6)(d) rendered unenforceable a “drive-other-car” exclusion that would otherwise be permissible under WIS. STAT. § 632.32(5)(j). See *Belding*, 2014 WI 8, ¶¶2-4.

¶6 Therefore, under the short-lived law in effect at the time of the accident, State Farm’s “drive-other-car” exclusion was unenforceable to prevent stacking of UM coverage.

By the Court.—Judgment reversed and cause remanded for further proceedings.

This opinion will not be published. See WIS. STAT. RULE 809.23(1)(b)5.

¹ References to Wisconsin Statutes are to the 2009-10 version unless otherwise indicated.

